

Bonnie MacNaughton (Bar No. 107402)
 Emily Goodell (admitted *pro hac vice*)
 DAVIS WRIGHT TREMAINE LLP
 920 Fifth Avenue, Suite 3300
 Seattle, WA 98104
 Telephone: (206) 622-3150
 Facsimile: (206) 757-7700
 Email: bonniemacnaughton@dwt.com
 emilygoodell@dwt.com

John D. Freed (Bar No. 261518)
 Jean M. Fundakowski (Bar No. 328796)
 DAVIS WRIGHT TREMAINE LLP
 50 California Street, Floor 23
 San Francisco, CA 94111
 Telephone: (415) 276-6500
 Facsimile: (415) 276-6599
 Email: jakefreed@dwt.com
 jeanfundakowski@dwt.com

Attorneys for Plaintiffs AMAZON.COM, INC.
 and AMAZON TECHNOLOGIES, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

AMAZON.COM, INC., a Delaware
 corporation, and AMAZON TECHNOLOGIES,
 INC., a Nevada corporation,

Plaintiffs,

v.

UMER WASIM, *et al.*,

Defendants.

Case No. 3:23-cv-05580-TLT

**DECLARATION OF JOHN JAEGER IN
 SUPPORT OF PLAINTIFFS
 AMAZON.COM, INC. & AMAZON
 TECHNOLOGIES, INC.'S MOTION FOR
 DEFAULT JUDGMENT AGAINST
 DEFENDANTS (1) VTLOGODESIGN,
 INC.; (2) MK AFFILIATES, INC.; (3) ALI
 ALAM; (4) DYNAMIC DIGITAL
 SOLUTIONS LLC; (6) MEHWASH
 MUNIR; (6) ONE STOP COMPUTER
 SERVICES LLC; (7) MUHAMMAD
 ZUBAIR KHAN; (8) TECHTURE INC.; (9)
 MUHAMMAD MUDASSAR ANWAR; (10)
 TECH DRIVE PVT LLC; (11) ASHHAR
 RAWOOF; (12) SMART STARTUP
 SOLUTIONS; (13) MUHAMMAD USMAN
 KHAN; (14) YASIR AGAR; (15)
 MUHAMMAD SHIRAZ QURESHI; AND
 (16) MAVIA NIZAM**

Hearing Date: December 10, 2024
Time: 2:00 pm
Location: San Francisco
Courtroom 09, 19th Flr
 Complaint filed: October 30, 2023

1 I, JOHN JAEGER, declare as follows:

2 1. I am over the age of eighteen and am competent to testify as to the matters set forth
3 herein. I have personal knowledge of the facts in this declaration, and base this declaration on my
4 personal knowledge.

5 2. I make this Declaration in support of Plaintiffs' Motion for Default Judgment
6 Pursuant to Federal Rule of Civil Procedure 55(b) as to Defendants: (1) VTLogodesign, Inc.; (2)
7 MK Affiliates, Inc.; (3) Ali Alam; (4) Dynamic Digital Solutions LLC; (5) Mehwash Munir; (6)
8 One Stop Computer Services LLC; (7) Muhammad Zubair Khan; (8) Techtur Inc.;
9 (9) Muhammad Mudassar Anwar; (10) Tech Drive Pvt LLC; (11) Ashhar Rawoof; (12) Smart
10 Startup Solutions, LLC; (13) Muhammad Usman Khan; (14) Yasir Agar; (15) Muhammad Shiraz
11 Qureshi; and (16) Mavia Nizam ("Defendants"). The following facts are personally known by me
12 to be true and, if called and sworn as a witness, I could and would competently testify as follows.

13 3. I am a customer of Amazon.com, Inc. ("Amazon").

14 4. I am a resident of California.

15 5. In February 2023, I had a book for sale on Amazon, titled Brilliant Creations – The
16 Wonder of Nature and Life.

17 6. On February 27, 2023, I received a call from "Travis Moore" at (718) 691-7684.
18 Moore introduced himself as the Director of Publishing Sales for Amazon ProInc. He offered
19 services to help market my book in order to increase sales. I thought that Mr. Moore was from
20 Amazon, and was offering services provided by Amazon.

21 7. After the call, on February 28, 2023 Moore sent an email from
22 travis.moore@amazonproinc.com to me, announcing that my book was "one of the Top 10 that
23 has been short listed [sic] by our Best Writers [sic]."

24 8. The email contained an offer for me. "If you're willing to join hands with Amazon
25 in making your book one of the best seller's [sic] kindly reply to this email so that we can proceed
26 ahead. Amazon is going to spend 50% of the total cost of Marketing from their end and the rest
27 would be due on you."
28

1 9. Moore's e-mail signature at the bottom of the email displayed the words
2 "AMAZON KDP" and "Director KDP." The e-mail signature and the email strengthened my
3 belief that Moore was an Amazon representative, and that Amazon ProInc, Amazon KDP, and
4 Director KDP were legitimate parts of Amazon's business. A true and accurate copy of this email
5 is attached hereto as **Exhibit A**, except that the image of the logo under Mr. Moore's signature is
6 not visible.

7 10. On February 28, 2023, I also received a telephone call from (718) 672-4250. The
8 caller, Kate Wilson, claimed that she was the head of marketing for Amazon Publishing, and I
9 noted that sometime during the call, she also provided their company address as 401 9th Ave.,
10 New York, NY. She also confirmed that if I paid Amazon \$9,000 to promote my book worldwide,
11 Amazon would match my \$9,000.

12 11. On or around the same date, I visited Amazon ProInc's website at
13 www.amazonproinc.com ("Website") to learn more about the Moore and Wilson's business and
14 consider their offer. The Website looked like Amazon's official website, Amazon.com, where I
15 am a customer and where my book was being sold. The logo on the Website looked like
16 Amazon's logo, with "Amazon" appearing in black text, with an orange mark, similar to the
17 Amazon smile arrow, running under the logo and connected to the letter "Z." The images on the
18 Website reinforced my belief that the marking offer was from Amazon, a brand that I knew and
19 trusted and which was already selling my book. The logo on the Website matched a logo that was
20 also in the signature block of the emails that I received from Ms. Wilson and Mr. Moore.

21 12. I called the number advertised on the Website, and left a message. On March 1,
22 2023, I received a call back from a "Noah Wilson" at (718) 719-6263 Noah told me that he was
23 with Amazon ProInc Customer Service, and confirmed Travis Moore and Kate Wilson's
24 identities.

25 13. On March 1, 2023, I sent an email to Kate Wilson at
26 kate.wilson@amazonproinc.com. Ms. Wilson replied that as soon as I provided my Amazon
27 credentials, Amazon ProInc would review my manuscript and select one of their best editors to re-
28 edit my book. Her email stated: "Every year, Amazon recommends almost 50 books that can do

1 wonders if marketed correctly. Your book was one of the best/positively reviewed books by
2 Amazon Kindle Critics; hence they sent us the details of your book. I am so glad Amazon did
3 that, and we got connected.” Her email signature indicated that her title was “Senior Brand
4 Manager.” for Amazon Pro, Inc. A true and accurate copy of this email is attached hereto as
5 **Exhibit B**. I copied and pasted the email into a blank document in order to show the logo
6 underneath Ms. Wilson’s signature.

7 14. I decided to accept the offer for marketing services and received instructions on
8 how to make payment.

9 15. On March 2, 2023, I paid \$4,000 to Amazon ProInc using my Citibank credit card
10 and following Amazon ProInc’s instructions. This payment was intended to be the first part of my
11 \$9,000 contribution.

12 16. The merchant description for the charge was “TECHTURE INC. 323-428-4566
13 CA.” A true and correct screenshot of a portion of a message that I received from Citibank,
14 containing this information, is attached hereto as **Exhibit C**.

15 17. Sometime in early March 2023, at Amazon Pro Inc.’s request I paid the remaining
16 \$5,000 to Amazon ProInc With my Fidelity Visa credit card.

17 18. The merchant contact information for the \$5,000 charge was “KLARG EXPORTS
18 INC, LOS ANGELES, CA 90017, US, muhammad@techure.co. ” A true and correct screenshot
19 of a portion of a message that I received from Visa which confirms the transaction details and a
20 subsequent refund I received is attached hereto as **Exhibit D**.

21 19. In the first week working with them, Amazon ProInc created a very amateur
22 website, ostensibly to promote my book. It was a joke, and I told them as much.

23 20. After I had paid the \$9,000 and saw the bad promotion website that Amazon
24 ProInc had published, my daughter showed me an online review for Amazon ProInc that said that
25 it was a scam. That is when I realized that Amazon ProInc was not affiliated with Amazon.

26 21. Seeking a refund for the promotion services I had never received, I contacted Visa
27 and Mastercard and filed disputes for the \$4,000 and \$5,000 charges. I received refunds for both
28 charges on March 10, 2023 and March 13, 2023. Exs. C and D.

1 22. I reported the Website to Amazon between April 3-5, 2023. I also filed a complaint
2 with the Federal Trade Commission.

3 23. On April 13, 2023, I received another call from a stranger, “Daniel Evergreen.”
4 Evergreen claimed he worked for Amazon Kindle Book Publishing and wanted to offer me
5 printing and distribution services for my book.

6 24. On the same date, I received a follow-up email from Evergreen at
7 publishing@amazonkindlebookpublishing.com with a proposed contract for services titled “RPD
8 Royal Printing Distributions.” Mr. Evergreen’s signature block indicated that he was “Head of the
9 Public Relations for Amazon and Barnes N Noble” and underneath that title, read “MBA
10 Harvard.” A true and correct copy of this email is attached hereto as **Exhibit E**.

11 25. The RPD Contract stated that RPD would print 10,000 paperback copies of my
12 book and distribute them to popular bookstores in the United States and the United Kingdom in
13 exchange for a share of the proceeds. The contract stated that as the author, I would have to pay
14 RPD the cost for printing 1,000 of the 10,000 books, RPD would pay for the remaining 9,000. A
15 true and correct copy of the RDP Contract is attached hereto as **Exhibit F**.

16 26. The RPD Contract prominently featured a logo confusingly similar to Amazon’s
17 logo: the words “Amazon Book Publishing” in black text, “Kindle” in orange text, and an orange
18 smile-shaped arrow under the word “Amazon ” running from left to right. The company name
19 “Amazon Kindle Book Publishing” it was in bold type at the top of each page of the contract.

20 27. In my opinion, the colors, shapes, and words in these images appear intended to
21 create the impression that the proposed RDP Contract would be between me and Amazon, and the
22 services would be provided by Amazon.

23 28. I visited Amazon Kindle Book Publishing’s website at
24 www.amazonkindlebookpublishing.com and saw similar logos and images that also appeared
25 intended to create the impression that the website was operated by or affiliated with Amazon.

26 29. I did not sign the proposed RDP Contract. Because of my experience with
27 Amazon ProInc, I did not believe they were affiliated with or part of Amazon, as they wanted me
28

1 to believe. Instead, I called Amazon, who confirmed that Amazon Kindle Book Publishing was
2 not affiliated with them.

3 30. I also reported this outreach to Amazon, in the hopes that others could be
4 prevented from falling prey to similar scams.

5
6 I declare under penalty of perjury under laws of the United States that the foregoing is true
7 and correct. Executed this 19th day of August, 2024 in Irvine, California.

8
9 
JOHN JAEGER

EXHIBIT A

From: travis.moore <travis.moore@amazonproinc.com>

Sent: Tuesday, February 28, 2023 12:26 PM

To: [JohnJaeger](#) [REDACTED]

Subject: John Jaeger - Amazon KDP - Best Seller

Hey **John**,

Hope you're doing great!

It was a pleasure speaking with you over the live call!

John we had a survey for Thousands of books for this years Best Seller and your book is one of the **Top 10** that has been short listed by our Best Writers.

If you're willing to join hands with Amazon in making your book one of the best seller's kindly reply back to this email so that we can proceed ahead.

Amazon is going to spend **50%** of the total cost of Marketing from their end and the rest would be due on you.

Kindly click on the links below to complete the register your slot:

<https://bit.ly/3EJsf02>

<https://bit.ly/3lYfK3l>

Hoping to get the process started Soon.

LIMITED SLOTS AVAILABLE !!

Offer Ends By The End Of This Week!

Kindly let me know if you have any concerns, I'll be more than happy to help you with that!

Thank you,

Best Regards.

Travis Moore

AMAZON KDP

Director KDP

EXHIBIT B

kate.wilson <kate.wilson@amazonproinc.com>

To: John Jaeger
Wed 3/1/2023 4:40 PM

Dear John,

I really hope you had a good night's sleep.

I also wonder why we didn't connect earlier; we would've done so much together with this generous project of yours. However, I firmly believe that we were bound to meet now, and this time indeed, is the best for us to proceed. We are going to do wonders now. I have already started planning so much since we talked.

I just saw the picture, and the shirts are beautiful. They are so beautifully designed and really complement your book. We can do so much with this merch. I'll share my plans related to this with you very soon.

Moving ahead toward editing, as soon as you share your Amazon credentials with us, we will get your manuscript, review it and select one of our best editors according to the genre of your book. Once we determine the appropriate editor for your book, I will send you the details and other work of the editor for your review.

Every year, Amazon recommends almost 50 books that can do wonders if marketed correctly. Your book was one of the best/positively reviewed books by Amazon Kindle Critics; hence they sent us the details of your book. I am so glad Amazon did that, and we got connected.

Take Care.

Best Regards,

Kate Wilson

Senior Brand Manager.

Ph# (718) 672-4250



EXHIBIT C

We're pleased to let you know that your dispute has been resolved. Your conditional credit is now permanent. There's nothing else you need to do.

We included the transaction details for the dispute on account ending in 9795 for your reference.

Transaction Details

Transaction Date	03/02/2023
Transaction Amount	\$4,000.00
Merchant/Description	TECHTURE INC. 323-428-4566 CA

Dispute Details

Dispute Date	03/10/2023
Dispute Amount	\$4,000.00
Dispute ID	D-372905100323

Citi is at your side before, during and after every purchase.

Your Citi Team

EXHIBIT D

Transaction Refund from KLARG EXPORTS INC for \$5000.00 (USD)

① You forwarded this message on Mon 3/13/2023 1:03 PM

A Auto-Receipt <noreply@mail.authorize.net>

To: You

REFUND CONFIRMATION

Order Information

Description: Amazon Best Seller 2023 packages

Invoice 13451

Number

Billing Information

John Jaeger

Shipping Information



Total: \$5000.00 (USD)

Payment Information

Date/Time: 13-Mar-2023 11:51:50 PDT

Transaction 43994836240

ID:

Payment Visa xxxx2851

Method:

Transaction Refund

Type:

Auth Code:

Merchant Contact Information

KLARG EXPORTS INC

LOS ANGELES, CA 90017

US

muhammad@techtecture.co

EXHIBIT E

Attachments: RPD Royal Printing Distributions.pdf

From: publishing@amazonkindlebookpublishing.com <publishing@amazonkindlebookpublishing.com>

Sent: Thursday, April 13, 2023 2:09 PM

To: [JohnJaeger](#) [REDACTED]

Subject: Printing Distribution

John,

It was a pleasure talking to you. Please see the documentation, I have attached.

Thank you!

Daniel Evergreen
Head of the Public Relations for Amazon and Barnes N Noble
MBA Harvard

EXHIBIT F



RPD Royal Printing Distributions

Date: April 13th 2023

This agreement is between Amazon Kindle Book Publishing and John Philip Jaeger.

This agreement typically covers issues such as copyright ownership, royalties, publication schedules, and other rights and responsibilities of both the author and the distributor.

Some common provisions that may be included in an author's agreement include:

1. Copyright ownership: This agreement specifies who owns the copyright to the work, it's the author who owns the ownership rights and the copyrights.
2. Royalties: This agreement specifies that the royalty rate the author will receive for the sale of their work is 60% and the distributor will receive 40%.
3. Distribution schedule: This agreement outlines the expected distribution schedule for the work, including any deadlines the author needs to meet. The distribution timeline is 36 Business Days.
4. Rights and permissions: This agreement specifies the rights and permissions the author is granting to the publisher, such as the right to reproduce.
5. Termination: The agreement should specify the conditions under which either party can terminate the agreement, such as breach of contract or failure to meet deadlines.

The Distributor will print 10000 Books for the distribution into the book stores of United Kingdom and United States.

The distributor is covering 9000 Printed Books and 1000 Books Printing will be covered by the client.

The distributor will take 60% and the author will take 40% from the Net Sale.

We are charging \$8.20 to the customer for 1000 books and the book will be sold for \$12.00.

Here are the Partnered Book Stores, we will be working with:

The format of the Printing will be Paperback.



Amazon Partnered Bookstores in US.

Barnes & Noble - This is the largest bookstore chain in the USA, with over 600 stores nationwide. They sell a wide range of books, as well as magazines, music, and DVDs. They also have a dedicated online store.

Books-A-Million - This is the second-largest bookstore chain in the USA, with over 200 stores in 32 states. They sell a variety of books, as well as toys, games, and gifts.

Powell's Books - This is an independent bookstore in Portland, Oregon that is known for its extensive collection of new and used books. They also have an online store that ships worldwide.

Strand Bookstore - This is an independent bookstore in New York City that is famous for its extensive collection of new, used, and rare books. They also host author events and offer a range of merchandise.

Half Price Books - This is a chain of used bookstores with over 120 stores in 17 states. They sell a variety of used books, as well as music, movies, and games.

There are many bookstores in the UK that sell a wide range of books for different audiences. Here are some of the most well-known bookstores in the UK (Amazon Distribution Partner for UK)

Water stones - This is the largest chain of bookstores in the UK, with over 200 branches across the country. They sell a wide range of books, from fiction to non-fiction, and also have a dedicated online store.

WH Smith - This is a popular bookstore chain in the UK, with branches in most major towns and cities. They sell a variety of books, as well as magazines, stationery, and other items.

Foyles - This is an independent bookstore chain with several branches in London. They sell a wide range of books, including rare and collectable editions, as well as hosting author events and talks.

Blackwell's - This is another independent bookstore chain with branches in several UK cities, including Oxford and Edinburgh. They sell a variety of books, as well as hosting author events and offering a range of academic texts.

Signature : 

Daniel Evergreen

Signature :

John Philip Jaeger